

Commonwealth of Virginia

REQUEST FOR PROPOSAL

Issue Date: October 30, 2006

Issue Title: Medicare Part B Reimbursement- Medical Durable Services

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DMHMRSAS Central Office and 16 Facilities - Statewide

Period of the Contract: January 1, 2007 through December 31, 2007.

Renewals: Contract may be renewed for five (5) additional periods of one (1) year duration upon mutual agreement between all parties.

Proposals will be received for furnishing services described herein until:

Friday – December 1, 2006 - 3:00 PM EST

Submit Comments Questions	Interested parties may submit written comments or questions on any aspect of this RFP on or before 5:00 p.m. Friday, November 17, 2006. Please submit your comments and questions to David T. Ray: By email: dave.ray@co.dmhmrzas.virginia.gov
Copies of RFP and Answers to submitted Questions	No other questions will be responded to after the Friday, November 17, 2006 deadline. May be obtained at www.dmhmrzas.virginia.gov on left side of screen click on Admin & Business, then on main list click on Procurements and then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Proposal Delivery Information:

All Proposals shall be addressed: DMHMRSAS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____	Date: _____
_____	By: _____
_____	(Official Signature in Ink)
Telephone: _____	Printed Name: _____
FEI/FIN Number: _____	Title: _____

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: (Please Check all that apply)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a minority business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a minority business
<input type="checkbox"/>	Contractor IS certified as a minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is NOT certified as minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is an eVA-registered vendor. (Learn about eVA at www.eva.state.va.us)
<input type="checkbox"/>	Contractor is NOT an eVA-registered vendor.

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I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from authorized Contractors to provide Medicare Part B Reimbursement - Durable Medical Equipment (DME) Provider services to the 16 facilities of DMHMRSAS, an Agency of the Commonwealth of Virginia. The facilities participation in this contract shall be optional and based on the number of clients are qualified and if participation would be beneficial to the facility. The contractor shall file Medicare Part B for medical supplies or medical equipment to qualified individuals who have an order from his/hers attending physician and have diagnosis to justify the medical supplies or equipment .

II. BACKGROUND:

The 16 facilities operated by the Department of Mental Health, Mental Retardation and Substance Abuse Services are classified into the following three categories:

Mental Health:

- Catawba Hospital – 106 Clients - Catawba, Virginia
- Central State Hospital – 246 Clients - Petersburg Virginia
- Commonwealth Center For Children & Adolescents – 25 Clients - Staunton, Virginia
- Eastern State Hospital – 438 Clients - Williamsburg, Virginia
- Northern Virginia Mental Health Institute – 121 Clients - Falls Church, Virginia
- Piedmont Geriatric Hospital – 130 Clients - Burkeville, Virginia
- Southern Virginia Mental Health Institute – 69 Clients - Danville, Virginia
- Southwestern Virginia Mental Health Institute – 161 Clients - Marion, Virginia
- Western State Hospital – 246 Clients - Staunton, Virginia
- Virginia Center for Behavioral Rehabilitation – 31 Clients - Petersburg, Virginia

Mental Retardation:

- Central Virginia Training Center – 518 Clients - Lynchburg, Virginia
- Northern Virginia Training Center – 176 Clients - Fairfax, Virginia
- Southeastern Virginia Training Center – 191 Clients - Chesapeake, Virginia
- Southside Virginia Training Center – 315 Clients - Petersburg, Virginia
- Southwestern Virginia Training Center – 198 Clients - Hillsville, Virginia

Medical Center:

- Hiram W. Davis Medical Center – 61 Clients - Petersburg, Virginia

Client counts as of 9-14-06, subject to change.

III. STATEMENT OF NEEDS:

A. The DME Provider/Contractor shall provide the following services:

1. Contact the facility each month to verify Physician's orders on each individual that is on a program.
2. Provide all CMN's (certificate of medical necessity). DME Provider shall then fax the form to the facility to have the attending physician complete the forms. Each time the individual has a change in Physician's orders for an individual that is receiving product for Enteral Nutrition program, a new CMN will be faxed to the facility for the physician to complete, and fax back to the DME Provider
3. Create the Physician order, fax to the facility for the Physician to sign and date.
4. Process all claims for reimbursement.
5. Delivery all of medical supplies and medical equipment qualified under this program.
6. Provide for all manufactures warranties according to manufacture warranty policy. The DME Provider will need to make arrangements with facility to pick-up the defective equipment and replace the defective equipment with a new item or a loaner while the defective equipment is being repaired by the manufacture.
7. Provide all enteral feeding pumps at the facility. A tracking system needs to be in place of when the enteral feeding pumps went into service and the name of the individual. The DME Provider shall provide adequate number of enteral feeding pumps for backup. DME Provider shall be responsible for all defective pumps being returned to the DME Provider.
8. Provide a technician every 90 days for the service of oxygen concentrators to check for any malfunction or sooner if requested by the facility.
9. Be in compliance with all applicable Federal and State licensure and regulatory requirements.
10. Answer questions and respond to complaints from beneficiaries, and will maintain documentation.
11. Accept returns of substandard or unsuitable items.
12. Provide in-service on any product line upon request from the facility.

13. Provide the following equipment and supplies:

canes, crutches, walkers, rollators, wheelchairs, commodes, continuous positive airway equipment, headgear, masks, oxygen concentrators, nebulizers enteral nutrition (pumps, syringes, IV poles, administration sets, formula), glucose monitors, lancets and testing strips, diabetic shoes, hospital beds, patient lifts, trapeze bars, ostomy and urological supplies, tracheotomy supplies, suction pumps, surgical dressings and splints.

14. Provider will need to notify the facility prior to delivery a complete breakdown of the items and quantities to be delivered.

B. Facility will be responsible for the following forms and Information:

1. Full legal name of the individual
2. Date of Birth
3. Height and Weight
4. Social Security Number
5. Medicare Part B Number
6. Medicaid Number
7. Private Insurance (name of Insurance Company, Policy Number, ID Number, Group Number)
8. Diagnosis
9. Type of supplies needed, amount, and rate
10. Attending Physician's name and UPIN Number

This information will be transferred to a Confidential Client information set up sheet. The form will need to be signed by the Fiscal Officer, or by the Administrator.

The DME Provider will need a signature on the HIPPA Privacy Act for each individual that is in need of supplies or equipment.

The DME Provider will need a Business Associate Agreement signed according to the HIPPA Privacy Act.

DME Provider will provide a Facility Set up Sheet; sheet will need to be completed and faxed back to the DME Provider

The facility will need to provide the DME Provider with the following information:

1. Hospital Stays – will need to know span dates;
2. Death of Client – will need to notify the DME Provider immediately with the date of the death;
3. Admission of new individual in need of supplies – Facility will need to notify the

DME Provider;

4. Discharge of client on programs (all supplies for that month and his/hers equipment will need to be sent with the client). DME Provider will also need to be notified;
5. Change in individual's physician's orders;
6. Certificate of Medical Necessity will need to be completed by the attending Physician, signed, and dated. A copy will need to be faxed to the DME Provider with the original being mailed and the facility needs to keep a copy on file;
7. Physicians orders will need to be faxed to the DME Provider for any individual that Is in need of supplies that are covered by Medicare or Private Insurance, with individual diagnosis;
8. The facility will need to sign off on a Delivery Ticket and a packing slip for each individual that the DME Company is providing supplies;
9. The facility will need to determine the individuals that are in need of supplies that are covered, then to determine what type of benefits that the individual has;
10. Facility will be responsible immediately for reporting to the DME Provider of any malfunction equipment or of any warranty problem;
11. Facility will be responsible for having personnel available to assist in unloading shipments each month; and
12. Facility will need to notify the DME Provider of any disaster to make arrangements for deliveries being shipped or delivered to a different location.

The facility will need to notify the DME Provider of any and all changes concerning the individual that the DME Provider is responsible for. This can be done by fax, phone call or e-mail

Facility will need to have a system in place for information sharing.

1. Food Service Department, name of manager, phone, fax, and e-mail
2. Director of nursing, name, phone, fax, e-mail
3. Client/Medical Records- name, phone, fax, e-mail
4. Dietician, name, phone, fax, e-mail
5. Fiscal Officer, name, phone, fax, e-mail
6. Administrator, name, phone, fax, e-mail

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General Instructions:

1. RFP Response: In order to be considered for selection Offerors must submit a complete response to this RFP. One (1) original and six (6) copies must be submitted to the DMHMRSAS. The Offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information may be considered non-responsive and be rejected by the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify criticality or requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual

“must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors’ proposal.

- e. Each original of the proposal should be bound in a single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.
3. Oral Presentation of Proposal: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. At the Offeror’s request these may be via telephone conference call. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Oral presentations are an option of the agency and may not be conducted.

B. Specific Proposal Instructions: Proposals should be as thorough and detailed as possible so that the Purchasing Agency may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

- 1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- 2. Written narrative statement to include:
 - a. Qualifications and experience of Offeror in providing the goods/services described herein;
 - b. Qualifications and experience of key personnel to be assigned to the contract; and

- c. Complete detail of any support required or expectations of the Purchasing agency.
3. Specific plans and approach to be used for providing the proposed goods/services.
4. List and explain any and all add-on services proposed in addition to the required services.
5. References from at least four previous contracts of the similar size, scope and duration as required in the solicitation. References shall include company name, contact name, contact phone number, address, project title, dates of service, and \$ value of project. Complete and return Attachment A, "Contractor Data Sheet".
6. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses, which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. Also summarize any good faith efforts planned to provide subcontracting opportunities to DMBE-certified small business firms. Complete and return Attachment B, "Small Business Subcontracting Plan".

V. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria: Proposals shall be evaluated by the Purchasing Agency using the following criteria:

1. Qualifications and experience of Offeror in providing the goods/services described herein.
2. Approach to providing the services.
3. Add-on services proposed in addition to the required services.
4. Expectations the Offeror has of the Purchasing Agency.
5. Small Business Subcontracting Plan.

B. Award Criteria: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors above. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror, which in its sole opinion, has made the best proposal, and shall award the contract to that Offeror. The agency may cancel this Request for Proposals or reject proposals at any time prior to an

award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.) Should the Purchasing Agency determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated.

VI. GENERAL TERMS AND CONDITIONS:

- A. Vendor's Manual:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the DMHMRSAS Administrative Practices and Procedures Manual; Chapter 5 Contractual Services are applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.
- B. Applicable Law and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.
- C. Anti-Discrimination:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. Ethics in Public Contracting:** By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. Immigration Reform and Control Act of 1986:** By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. Debarment Status:** By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

- G. Antitrust:** By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. Mandatory Use of State Form and Terms and Conditions:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DMHMRSAS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. Clarification of Terms:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- J. Precedence of Terms:** **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. Qualifications of Offeror:** The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to DMHMRSAS all such information and data for this purpose as may be requested. DMHMRSAS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. DMHMRSAS further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy DMHMRSAS that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated herein.
- M. Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of DMHMRSAS.
- N. Changes to the Contract:** Changes can be made to the Contract by mutual agreement of both parties.

- O. Default:** In case of failure to deliver good or services in accordance with the contract terms and conditions, DMHMRSAS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which DMHMRSAS may have.
- M. Insurance:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 – per occurrence
- N. Announcement of Award:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days. In addition, the purchasing agency will publicly post such notice on the DMHMRSAS Office of Administrative Service's bulletin board located on the 1st floor of the Jefferson Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.
- O. Drug Free Workplace:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying

employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

P. Nondiscrimination of Contractors: An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Q. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, and the ability to research historical procurement data available in the eVA purchase.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

VII. SPECIAL TERMS AND CONDITIONS:

- A. Audit:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. Cancellation of Contract:** The DMHMRSAS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the Scope of Service, contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/it may have herein, except as provided in this proposal, without the prior written consent of the DMHMRSAS.
- D. Obligation of Offeror:** By submitting a proposal, the Offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- E. eVA Business-To-Government Contracts: Internet** electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.
- F. Renewal of Contract:** This contract may be renewed by DMHMRSAS upon written agreement of both parties for five (5) successive one-year periods under the terms and conditions of the original contract.
- I. Identification of Proposal Envelope:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box Number /RFP No.

City, State, Zip Code RFP Title

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

J. Confidentiality: The Contractor acknowledges and understands that its employees may have access to confidential information, including Protected Health Information (PHI) regarding employees, clients/patients, or the public. In addition, the Contractor acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) or to other agencies that may use this contract. Therefore, except as required by law, the Contractor agrees that its employees will not:

- Access or attempt to access data that is unrelated to their job duties or authorization.
- Access or attempt to access Protected Health Information (PHI) beyond their stated authorized HIPAA access level.
- Disclose to any other person or allow any other person access to any information related to DMHMRSAS or any of its facilities or any other user of this contract that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.
- Disclose Protected Health Information (PHI) in violation of HIPAA regulations.

The Contractor understands that DMHMRSAS and other using agencies and their employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the Commonwealth of Virginia may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this agreement may result in default.

The Contractor further assures that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this agreement, and will not be divulged without the Purchasing Agency’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

K. Late Proposals: To be considered for selection, proposals must be received by the issuing agency by the designated date and time. Proposals received in the issuing office after the date and time designated are automatically disqualified and will not be considered. The issuing agency is not responsible for delays in the delivery of mail by the U. S. Postal Service or other couriers. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing agency’s office by the designated date and time. Receipt of proposals scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

VIII. METHOD OF PAYMENT: All compensation to the Contractor for goods and services provided under this contract shall come through Medicare Part B reimbursements. Contractor shall be responsible for all paperwork and for the filing with Medicare. DMHMRSAS shall not be responsible for any claims denied by Medicare nor shall be responsible for any other cost related to this contract. The Contractor shall accept the amount reimbursed by Medicare as payment in full for all goods and services provided each client under this contract.

ATTACHMENT A

CONTRACTOR DATA SHEET

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ years _____ months.
3. REFERENCES: Offerors shall provide a list of at least four (4) recent references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

ORGANIZATION

ADDRESS

CONTACT PERSON

TELEPHONE

a.) _____

b.) _____

c.) _____

d.) _____

4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized:

5. Are you a subsidiary firm: ___ YES ___ NO. If yes, list the name and location of your parent affiliation:

6. Name and title of firm's official to who further communication should be directed:

I certify the accuracy of this information.

Signed: _____

Title: _____

ATTACHMENT B

SMALL BUSINESS SUBCONTRACTING PLAN

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbv.virginia.gov (Customer Service).

Bidder/Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below):

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount

Totals \$					

Section C

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DMBE-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DMBE-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DMBE-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DMBE and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.

5. List areas of work, which your business has subcontracted with DMBE-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DMBE-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.